

Dee Miller, Board of
day of August 1981 by and John G. Miller

This agreement entered into this 17th day of August 1981 by and between the Board of Education of the Township of Denville, New Jersey, hereinafter called the "Board", and the Denville Education Association, hereinafter called the "Association".

LIBRARY
Institute of Management and
Labor Relations

SEP 01 1981

RUTGERS UNIVERSITY

ARTICLE I

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974 and such amendments to said laws as may be enacted.

ARTICLE II

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel, excluding the Administration, to mean, Principals and Superintendent of Schools, Assistant Principals and Coordinator of Special Projects.

B. Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives shall have the right to use a school building at all reasonable hours for meetings subject to the final approval by the Principal and the Superintendent of Schools.

ARTICLE IV

NON-TEACHING DUTIES

A. The Board of Education shall employ four teacher aides in each of our schools.

These aides shall be employed for the purpose of supervising lunchroom and playground areas at lunch time as specified by the Building Principal and the Superintendent of Schools.

B. In an emergency teachers may be called upon to supervise lunchroom and playground areas. An emergency is defined as follows:

"Emergency shall be construed to be a situation whereby sufficient prior knowledge and planning on the part of the administration and/or parties concerned could have alleviated the situation."

ARTICLE V

SALARIES

1. Teachers may individually elect to have any percent (%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final day in June or deposited monthly into an account of the credit union TRICO, or any bank, as established by the Association. The Board shall provide an authorization form to be completed by each participating teacher. Once the percentage or dollar amount has been elected, and the repository for these funds has been chosen, there can be no changes made for the duration of the school year.

2. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

3. Teachers shall receive their final pay checks on the last working day in June unless there are extenuating circumstances which may prevail.

The salaries of all teachers covered by this agreement are set forth in the attached schedule hereto and made part of.

Teacher's Salary Guide for the 1981 32 School Year

<u>Step</u>	<u>B.A. Degree</u>	<u>B.A. Degree + 30</u>	<u>M.A. Degree</u>	<u>M.A. Degree + 30</u>
1	\$12,620.00	\$12,995.00	\$14,005.00	\$14,385.00
2	13,065.00	13,450.00	14,505.00	14,905.00
3	13,520.00	13,925.00	15,020.00	15,440.00
4	13,995.00	14,410.00	15,555.00	15,995.00
5	14,485.00	14,915.00	16,105.00	16,570.00
6	14,990.00	15,435.00	16,675.00	17,170.00
7	15,515.00	15,980.00	17,270.00	17,785.00
8	16,060.00	16,535.00	17,830.00	18,425.00
9	16,620.00	17,115.00	18,515.00	19,090.00
10	17,200.00	17,715.00	19,175.00	19,780.00
11	17,805.00	18,385.00	19,855.00	20,490.00
12	18,425.00	18,975.00	20,560.00	21,230.00
13	19,075.00	19,640.00	21,290.00	21,990.00
14	19,740.00	20,330.00	22,045.00	22,785.00
15	20,430.00	21,040.00	22,830.00	23,605.00
16	21,145.00	21,775.00	23,640.00	24,455.00
17	21,885.00	22,540.00	24,475.00	25,335.00
18	22,650.00	23,330.00	25,345.00	26,245.00
20	24,265.00	24,990.00	27,180.00	28,170.00
23	25,115.00	25,865.00	28,145.00	29,185.00
25	25,995.00	26,770.00	29,145.00	30,235.00

Teachers who attain Step 18 in the 1980-81 school year will receive an additional \$800.00 on the 1981-82 guide.

Teachers who receive a Ph.D. degree will receive a \$1,000.00 increment over the M.A. + 30 degree.

Teacher's Salary Guide for the 1982-83 School Year

<u>Step</u>	<u>B.A. Degree</u>	<u>B.A. Degree + 30</u>	<u>M.A. Degree</u>	<u>M.A. Degree + 30</u>
1	\$13,535.00	\$13,940.00	\$15,020.00	\$15,425.00
2	14,010.00	14,430.00	15,555.00	15,985.00
3	14,500.00	14,935.00	16,110.00	16,560.00
4	15,005.00	15,455.00	16,680.00	17,155.00
5	15,530.00	15,995.00	17,275.00	17,775.00
6	16,075.00	16,555.00	17,885.00	18,415.00
7	16,635.00	17,135.00	18,520.00	19,075.00
8	17,220.00	17,735.00	19,180.00	19,765.00
9	17,825.00	18,355.00	19,860.00	20,475.00
10	18,445.00	19,000.00	20,565.00	21,210.00
11	19,090.00	19,665.00	21,295.00	21,975.00
12	19,760.00	20,355.00	22,050.00	22,765.00
13	20,455.00	21,065.00	22,835.00	23,585.00
14	21,170.00	21,805.00	23,645.00	24,435.00
15	21,910.00	22,565.00	24,485.00	25,315.00
16	22,675.00	23,355.00	25,355.00	26,225.00
17	23,470.00	24,175.00	26,255.00	27,170.00
18	24,290.00	25,020.00	27,185.00	28,150.00
20	26,020.00	26,800.00	29,150.00	30,210.00
23	26,930.00	27,740.00	30,185.00	31,300.00
25	27,875.00	28,710.00	31,255.00	32,425.00

Teachers who attain Step 18 in the 1981-82 school year will receive an additional \$850.00 on the 1982-83 guide.

Teacher who receive a Ph.D Degree will receive a \$1,000.00 increment over the M.A. + 30 Degree.

Teacher's Salary Guide for the 1983-84 School Year

<u>Step</u>	<u>B.A. Degree</u>	<u>B.A. Degree + 30</u>	<u>M.A. Degree</u>	<u>M.A. Degree + 30</u>
1	\$14,260.00	\$14,685.00	\$13,825.00	\$16,255.00
2	14,760.00	15,200.00	16,390.00	16,840.00
3	15,275.00	15,735.00	16,970.00	17,445.00
4	15,810.00	16,285.00	17,575.00	18,075.00
5	16,300.00	16,855.00	18,200.00	18,725.00
6	16,935.00	17,445.00	18,845.00	19,400.00
7	17,525.00	18,055.00	19,515.00	20,100.00
8	18,140.00	18,685.00	20,205.00	20,820.00
9	18,775.00	19,340.00	20,925.00	21,570.00
10	19,430.00	20,015.00	21,665.00	22,350.00
11	20,115.00	20,715.00	22,435.00	23,150.00
12	20,815.00	21,445.00	23,230.00	23,985.00
13	21,545.00	22,195.00	24,055.00	24,850.00
14	22,300.00	22,970.00	24,910.00	25,745.00
15	23,080.00	23,775.00	25,795.00	26,670.00
16	23,890.00	24,605.00	26,710.00	27,630.00
17	24,725.00	25,470.00	27,660.00	28,625.00
18	25,590.00	26,360.00	28,640.00	29,655.00
20	27,415.00	28,235.00	30,710.00	31,830.00
23	28,370.00	29,225.00	31,800.00	32,975.00
25	29,365.00	30,250.00	32,930.00	34,160.00

Teachers who attain Step 18 in the 1982-83 school year will receive an additional \$900.00 on the 1983-84 guide.

Teachers who receive a Ph.D. Degree will receive a \$1,000.00 increment over the M.A. + 30 Degree.

ARTICLE VI

INDIVIDUAL GRIEVANCE PROCEDURE

The Individual Grievance Procedure as amended to Board Policy on 21 June 1976 and as set forth below shall be adhered to by both parties - The Denville Board of Education and the Denville Education Association.

Individual Grievance Procedure

An individual member of the certified teaching staff shall have the right to appeal the application of terms and conditions of employment which are in violation of the contract and administrative decisions affecting him through administrative channels. With respect to his personal grievances he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representative of the Denville Township Teacher Association or another person of his own choosing to appear with him or for him at any step in his appeal.

1. Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at the level. Such discussions must take place within thirty (30) school days of alleged occurrence.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his complaint in writing to the principal (or immediate superior or department head, if applicable). The principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written complaint.
3. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with employees or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal.
4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the board of education. The board, or committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) school days.
5. (a) If the aggrieved person is not satisfied with the disposition of his grievance by the Board of Education or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the board, he may, within five (5) school days after a decision by the Board or thirty-one (31) school days after the grievance was delivered to the board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within thirty (30) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

(c) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of paragraph (b) of this ITEM.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and Association. Any other expenses incurred shall be paid by the party incurring same.

(f) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties.

6. If any period specified above in terms of school days should occur at the end of the school year, the period will extend into the following school year for any unexpired school days in that step of the grievance procedure.

ARTICLE VII

"For the duration of the contract, Board Policy shall not be changed without negotiating an agreement with the Association." (this applies only to policy pertaining to certified personnel)

ARTICLE VIII

Three half days shall be allowed to teachers for parent/teacher conferences.

ARTICLE IX

Half day session shall be scheduled by the Administration on the day before Thanksgiving Recess.

ARTICLE X

Upon legal retirement, teachers shall be paid \$25.00 per day for any unused sick days accumulated while in the employ of the Denville Township Board of Education since 1 July 1972. Teachers retiring between 1 July 1981 and 30 June 1982 shall be paid an additional \$75.00 per day for each of these days. Legal retirement shall be determined by pension eligibility as recognized by TPAF; employee having a minimum of 25 years of service.

ARTICLE XI

Teachers need only place a check (✓) mark beside their name upon arrival and departure. However, in the event that a teacher shall have a scheduled conference after school with a parent, and the parent fails to arrive at the scheduled time, the teacher shall remain in the school building for a minimum of fifteen (15) minutes subsequent to the scheduled conference time, and thereafter, upon departure the teacher shall sign his or her name on the attendance register and shall further designate the time of departure. On those half days allowed for parent/teacher conferences (in October and November) teachers shall remain until the official school closing time.

ARTICLE XII

Upon approval of the 1981-84 contract, all teachers shall receive a copy.

ARTICLE XIII

While on a Sabbatical Leave, the teacher shall not be paid for any courses he or she may pursue or any other expenses. The teacher is not entitled to sick days benefits, nor accumulation of unused sick days which might be credited if not granted sabbatical. Teacher will remain in employ of Board for one school year after return from sabbatical or salary paid during sabbatical shall be reimbursable to the Board.

ARTICLE XIV

Except for those teachers assigned to bus duty the minimum work day for all teachers shall start 20 minutes prior to the beginning of the official school day and end 15 minutes after the official school closing time.

ARTICLE XV

Each tenured teacher shall receive a minimum of one evaluation per school year but, not necessarily limited to one.

The form to be utilized for the evaluation of all teachers shall be in accordance with the form approved by the joint Evaluation Committee on 28 October 1976. Elaboration of the primary evaluation form shall be made on the supplemental form as established by said Committee.

ARTICLE XVI

The Superintendent of Schools may authorize Leave for sufficient personal reason to any employee when requested in writing. No reason or purpose need be stated by any employee for the first personal day. Granting of additional personal days shall be at the discretion of the Superintendent for good cause. Personal days shall not be given to any employee before or after a holiday with just cause.

ARTICLE XVII

The Employee Health Insurance Benefit shall be as follows:

- 1) Hospitalization, Medical Surgical and Major Medical Insurance as agreed upon and in force as of July 1, 1981 with Connecticut General Life Insurance Company or equivalent,
- 2) Beginning July, 1983, a one dollar (\$1.00) co-payment Prescription Plan, excluding oral contraceptives, shall be adopted by the Board, covering both employee and his/her eligible dependents.

ARTICLE XIX

Teachers participating in curriculum development or other Board directed committee activities between July 1st. and August 31st. of each contract year shall be compensated at a rate of \$10.00 per hour. This shall not preclude teacher participation in committee work during the school year which is construed to be part of normal contractual duties.

ARTICLE XX

Teachers who are specifically requested by the Administration to make presentations at official Board of Education meetings shall be compensated at the rate of \$25.00 per meeting.

ARTICLE XXI

Compensation for After School Activity Coordination shall be as follows:

	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
Soccer	\$ 550.00	\$ 600.00	\$ 650.00
Boys Baseball	875.00	950.00	1,025.00
Boys Basketball	550.00	600.00	650.00
Girls Basketball	450.00	500.00	550.00
Girls Softball	450.00	500.00	550.00
Cheerleading	275.00	300.00	325.00
Head Nurse	450.00	500.00	550.00
Band	325.00	350.00	375.00
Band & Department Coordinator	650.00	700.00	750.00
Physical Education Dept. Coordinator			

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective as of 1 July 1981 and shall continue in effect until 30 June 1984.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

Denville Education Association

Lawrence L. Plumb, President

Secretary

Denville Board of Education

Ronald F. Pitman, President

Board Secretary

Board Policy - Second Reading, 17 August 1981

It shall be the policy of the Board of Education that any teacher retiring, with a minimum of 25 years of service shall receive one year fully paid medical benefits for each 15 accumulated sick days. Additionally, any teacher retiring before age 55 with 25 years service, shall have their medical benefits paid in full from their date of retirement until 30 June of the school year in which they reach their 55th. birthday.

At attainment of age 55 as per above, teachers shall be entitled to the aforementioned benefit of one year's medical payment for each 15 accumulated sick days.

Teachers retiring between 1 July 1981 and 30 June 1982 shall receive one year fully paid medical benefits for each 8 accumulated sick days instead of the above mentioned benefit.

Legal retirement shall be determined by pension eligibility as recognized by TPAF, employee having a minimum of 25 years service.

Fully paid medical benefits shall include benefits for employee and dependents as applicable. These benefits shall be at least equal to benefits in effect on the date of employee's retirement.

Accumulated sick days shall mean all unused sick days accumulated since the beginning of employment in Denville.

Adopted by the Board of Education 17 August 1981